#### **EXHIBIT A**

1. <u>Cost per Deputy FTE</u> -- One deputy FTE = \$110,000. This amount equals the cost of salaries, benefits, equipment, and indirect costs. These costs and indirect costs are broken down as follows:

## COST ASSOCIATED WITH ONE DEPUTY (ONGOING ONLY)

Expense Category	2003	
Salaries (Deputy Sheriff II, Step 3)		53,310
Earned Leave (Vacation & Sick)		14,680
Employee Benefits (average of 29% of salaries)		15,150
Subtotal: Sala	ries and Benefits	83,140
Internal Svcs (Vehicle ER&R & Central Stores)		10,750
Overtime/Comp time (average per deputy)		7,420
Uniforms & Equip (replacement only)		4,000
MDC ER&R (service and replacement costs)		2,120
Training (average; does not include one-time academy)		2,000
Radios Fees (800 MHz fees for Communication Equip.)		2,160
	Subtotal: Other	28,450
Estimated cost of a Deputy for 2003		111,590

2. <u>Ridgefield and La Center, PD Service Contracts</u> - The tribal land proposed for development is currently within a law enforcement contract area of Ridgefield and La Center. Under these agreements, law enforcement services are within the Sheriff's Office jurisdiction, however, service is provided by the Ridgefield Police Department as part of that contract. The service contract with the Ridgefield Police Department governs a significant number of miles, surrounding the city of Ridgefield, as well as the west side of I-5 at the 319th Street junction. A service contract with the La Center Police

Department governs the east side of I-5 at the 319th Street junction.

- The proposed development falls within the jurisdiction of the Clark County Sheriff's Office.
- The cities of Ridgefield and La Center do not have future annexation plans that would affect or change the jurisdiction in this area.
- Law enforcement services to the proposed developments <u>can not</u> be provided through current contracts for service.
- Law enforcement services to the proposed developments <u>can not</u> be provided utilizing current staffing levels at the Sheriff's Office.

EXHIBIT A – Page 1

Clark County/Cowlitz Tribe MOU

- <u>Cancellation of Service Contracts</u> Tribal development of the property will require the cancellation of the current service contracts with La Center and Ridgefield. The number of sheriffs deputies will be increased to provide adequate police services for the developed use.
- <u>Ridgefield</u> Revenue from cancellation of the service contract will be approximately \$75,000 and will be utilized to staff a portion of one deputy position. Full funding for one position would be \$110,000, therefore \$35,000 would need to be added to fully staff one full-time deputy, plus all direct and indirect. Two full-time deputies are needed to staff the area adequately during peak times (two sing cars, IA/1B).
  - Contract revenue = \$75.000
  - Additional funding need = \$145,000
  - Total new impact \$145,000 = 2FTE
- <u>La Center</u> The area surrounding the city of La Center would require similar 24-hour patrolling by
  the Sheriffs Office. Based upon calls for service, staffing the La Center contract area would require
  a minimum of two full-time deputies. Savings from the La Center contract would be approximately
  \$90,000. \$130,000 would need to be added to fully staff two full-time deputies plus all direct and
  indirect.
  - Contract revenue = \$90,000
  - Additional funding need = \$130,000
  - Total new impact \$130,000 = 2FTE

The parties agree, that depending on the type of development, the need for law enforcement services will vary. If all the parties recognize that no decision has been made regarding the use of the property, there are examples of tribal development for properties located along I-5 which provide an indication of the needed police staffing levels should such types of development occur.

**Truck Stop** - A large sized truck stop would generate a minimum of 200 calls for service to the venue with impacts to traffic and commercial vehicle enforcement in the area. .5 deputies would be required to address calls to the facility, to provide half-time coverage for one year, three additional deputies would be required.

## Total minimum new impact - \$330,000 = 3 FTE

**Outlet Mall** - Fraud crimes in the county have increased disproportionately to other crimes and the Sheriffs Office experience with large retailers in the county indicates that call response will certainly vary from 200-450 calls per year (using Fred Meyer and Walmart as comparables). With a security staff on site, we would expect that an outlet mall would generate a call response comparable with that of our larger retailers in the county. .5 deputies would be required as a minimum to address calls to the facility. To provide half-time coverage for one year, three additional deputies would be required.

EXHIBIT A – Page 2

Clark County/Cowlitz Tribe MOU

## Total minimum new impact - \$330,000 = 3 FTE

Casino - Research from Placer County, CA; Spirit Mountain Casino, Seven Feathers Casino, Chinook Winds Casino, Lincoln City PD, Henderson NV PD indicated that a casino with a maximum capacity of 20,000 would generate a minimum of 350 calls for service responding to the casino only. Inquiries indicate that impacts to the parking area and to traffic in the area would increase substantially. It is estimated that casino parking lots and surrounding areas would generate a minimum of 300 calls for service. This is based solely on the size and number of participants. Research from other venues indicates that a minimum of one full-time deputy would be required, 24 hours a day, to respond to calls for service at a casino. The Sheriff's Office deploys six shifts, which provide 24-hour coverage. Therefore, the minimum number of deputies required to police a casino would be six. Venues contacted indicated that there was the potential for an increase in calls relating to drug activity, vice and other task force related activity. The nature of that activity generates a task force response three to four days per week in the venues contacted. Based upon impacts to the task force, we would advocate for one additional deputy, for a total of seven.

# Total minimum new impact - \$770,000 = 7 FTE

**Training** - It takes approximately one year from the time that a budget is approved to hire additional deputies to complete the recruitment and selection process, the mandatory training at the academy, and completion of the field officer training program. In order to have law enforcement officers available at the time the project becomes operational, this process must begin at least one year prior to construction being completed.

The parties recognize that until there is development of tribal trust lands, the tribe is without a revenue source. Therefore, the parties agree that within one year of the commencement of commercial activity which will generate income to the tribe, the tribe will reimburse Clark County for all expenses incurred in the hiring and training of deputy sheriffs to provide service in the tribal area. This amount will be in addition to the ongoing expenses set forth above.

- 3. <u>Annual Adjustments</u> The parties recognize that the appropriate staffing level for law enforcement will vary based upon the types of activities and development which the tribe ultimately selects for the property. On or before September 15th of each year, representatives of the Clark County Sheriffs Office and the tribe shall meet and discuss appropriate staffing levels and rates of reimbursements for the upcoming calendar year. The staffing levels and amount of reimbursement as agreed to by the parties shall be effective January 1st of each year unless modified by agreement of the parties.
- 4. <u>Operational Protocols</u> Prior to providing law enforcement services on tribal trust land, the parties agree that law enforcement operation protocols will be adopted which will fully set forth how law enforcement will respond to calls for service.

EXHIBIT A – Page 3 Clark County/Cowlitz Tribe MOU

- 5. <u>Special Services</u> The parties agree to negotiate the rate of reimbursement when the use of special police services such as the SWAT Team, RIOT Control Team, Child Abuse Investigation Unit, Major Crime Team, Traffic Homicide Unit, Tactical Detective Unit, and K-9 Unit.
- 6. <u>Special Events</u> Should special events be held on the Clark County site, the Tribe and Sheriff will negotiate separate agreements for each event to provide adequate police staffing necessary to provide coverage for such special event.

Special events are those events which take place on the Clark County site for which there is a reasonable expectation that there would be a need to be an increase in the amount, scope or level of necessary police, traffic control, crowd control which is above normal deployment of sheriff personnel which would normally be required without such event.

**EXHIBIT B** 

INTERLOCAL GOVERNMENTAL AGREEMENT

BETWEEN CITY OF VANCOUVER, STATE OF WASHINGTON

AND CLARK COUNTY FOR JAIL, COURT AND CORRECTION SERVICES

In accordance with the Interlocal Cooperation Act (RCW, Ch. 39.34) and the City and County

Jails Act (RCW, Ch. 70.48, as amended), Clark County, a municipal corporation and legal subdivision of

the State of Washington (the "County") and the City of Vancouver, a Washington municipal corporation

of the first class (the "City"), in consideration of the payments, covenants, and agreements hereinafter

mentioned, to be made and performed by the parties, do covenant and agree as follows:

**ARTICLE I** 

PURPOSE OF AGREEMENT/ AUTHORITY

Chapter 308, the 1996 Laws of Washington, states that each city and town is responsible for the

prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses

committed by adults in their respective jurisdictions and referred from their respective law enforcement

agencies, whether filed under state law or city ordinance. Cities may elect to carry out these responsibilities

by entering into interlocal agreements to provide these services. Clark County has an established jail

facility, corrections department, and district court capable of providing these services. It is the intent of the

parties, through this Agreement, to establish procedures by which the County shall provide jail and

correction services for the City and to establish a mechanism by which the City shall compensate the

County for providing these services.

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EXHIBIT B – Page 1

ARTICLE II **DURATION** 

This Agreement shall go into effect on January 1, 1998, and shall automatically renew from year-

to-year thereafter, unless terminated pursuant to the terms and conditions of this Agreement or amended by

the parties.

ARTICLE III

ADMINISTRATION OF AGREEMENT

No new or separate legal or administrative entity is created to administer the provisions of this

Agreement.

**ARTICLE IV** 

**PROPERTY** 

All equipment, property, or improvements used to effectuate this Agreement shall become the sole

property of the party who provided the equipment, property, or improvement.

**ARTICLE V** 

**INTERPRETATION** 

This Agreement has been and shall be construed as having been made and delivered in the State of

Washington, and it is mutually agreed and understood by both parties that this Agreement shall be

governed by the laws of the State of Washington. Venue shall be Clark County, Washington.

ARTICLE VI

**AMENDMENTS** 

No amendment or modification of this Agreement may be made unless such amendment or

modification is written and executed by both parties.

EXHIBIT B – Page 2

Clark County/Cowlitz Tribe MOU

ARTICLE VII MODIFICATION / TERMINATION / ARBITRATION

Each party to this Agreement agrees that the rate schedule attached to this Agreement as

Addendums A, B, and C will be renewed annually on or before September 15 of each year and any

proposed changes will be presented at a time sufficient to allow both parties to fully discuss the proposed

changes.

If an agreement as to the levels of compensation within an interlocal agreement or contract for

gross misdemeanor and misdemeanor services cannot be reached between a designated City Officer and

the County Finance Director, then either party may invoke binding arbitration on the compensation issue by

providing notice of such to the other party. In the case of non-renewal of an existing contract or interlocal

agreement, the notice must be given one hundred twenty (120) days prior to the expiration of the existing

contract or agreement and the existing contract or agreement shall remain in effect until a new agreement is

reached or until an arbitration award on the matter of fees is made. The City and County shall each select

one arbitrator, and the initial two arbitrators shall pick a third arbitrator.

ARTICLE VIII INDEMNIFICATION

1. The City shall indemnify and hold harmless the County, its officers, agents, and employees,

or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any

nature whatsoever, by reason of or arising out of any action or omission of the City, its officers, agents, and

employees, or any of them, in arresting, detaining, charging, prosecuting, or transporting persons subject to

incarceration under this Agreement.

In the event that any suit based upon such a claim, action, loss, or damages is brought against the

County, the City shall defend the same at its sole cost and expense; provided, that the County retains the

EXHIBIT B – Page 3

Clark County/Cowlitz Tribe MOU

right to participate in said suit if any principle of governmental or public law is involved; and a final judgment

is rendered against the County, and its officers, agents, and employees, or any of them, or jointly against

the County and the City and their respective officers, agents, and employee, or any of them, the City shall

satisfy the same.

2. The County shall indemnify and hold harmless the City, its officers, agents, and employees

or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any

nature whatsoever, by reason of or arising out of any action or omission of the County, its officers, agents,

and employees, or any of them, in accepting City prisoners, providing booking and screening functions,

furnishing all jail and health services, transporting City prisoners or injuries which may occur while

incarcerated in a Clark County facility.

In the event of any suit based upon such a claim, action, loss, or damage is brought against the

City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right

to participate in said suit if any principle of governmental or public law is involved; and a final judgment be

rendered against the City, and its officers, agents, and employee, or any of them, or jointly against the City

and the County and their respective officers, agents, and employees, or any of them, the County shall

satisfy the same.

ARTICLE IX **COURT SERVICES** 

The County shall provide Court Services to the City under the following agreed terms and

conditions:

1. District Court is the court of limited jurisdiction within Clark County. It is the court of

jurisdiction for misdemeanors and infractions committed within the City.

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Clark County/Cowlitz Tribe MOU

2. The City shall be responsible for all court costs associated with gross misdemeanors,

misdemeanors, and infractions committed within the City.

A. Per Case Cost. For each misdemeanor committed in the City and filed in Clark

County District Court, the County shall assess a per case charge as set forth in

Addendum C attached hereto and incorporated herein.

B. Additional Costs. Additional necessary costs incurred will be itemized separately

from that of the per case cost. Such additional costs may include court interpreters

and witness fees.

**ARTICLE X JAIL SERVICES** 

Clark County will provide jail services to adequately detain prisoners placed under arrest either

directly by City officers or by other law enforcement agencies making an arrest for crimes or violations

alleged to have occurred within the City limits or under City ordinances.

ARTICLE XI COST AND PAYMENT FOR JAIL SERVICES

The City agrees to make payment for adult City prisoners booked into and/or incarcerated in the

Clark County Jail as follows:

1. Per Day Cost. For each adult City prisoner booked into and/or incarcerated in the Clark

County Jail, the County shall assess a per case charge as set forth in Addendum A attached hereto and

incorporated herein.

2. Additional Costs. Additional necessary costs incurred for a prisoner will be itemized

separately from that of the per day cost or medical cost. With the exception of an emergency, Clark

County will make reasonable efforts to obtain pre-authorization from the City prior to incurring any

additional cost.

EXHIBIT B – Page 5

3. Calculation of Per Day Costs. For purposes of determining per day prisoner costs, any

portion of the first incarceration day shall be billed as a full day; the second and subsequent incarceration

day shall be billed as follows: Six (6) hours or less, no cost. Over six (6) hours shall be counted as a full

day.

4. Incarceration Day. The incarceration day begins at the time a prisoner is booked into the

Clark County Jail.

5. Emergency Medical and Necessary Health Care. Pursuant to the Revised Code of

Washington, RCW 70.48.130, entitled Health and Safety, all City prisoners confined in the Clark County

Jail pursuant to the terms of this Agreement, shall receive those medical services provided to other Clark

County inmates. The County, in conjunction with providing medical services, has full authority to order

City prisoners having health care needs to existing public or private health care facilities. The Clark County

Sheriff's Department will attempt to obtain prior approval from the City for all referrals to either public or

private health care providers, unless the jail or medical staff determines that an emergency exists, in which

instances, no prior approval will be necessary. Any and all medical expenses incurred under the provisions

of this paragraph, which are not performed by medical staff upon contract with the County, or paid by the

Department of Social and Health Services ("DSHS"), including all physician, dental, hospital, and clinic

costs, shall be the sole responsibility of the City, not the County.

ARTICLE XII **CORRECTION SERVICES** 

The Corrections Department is responsible for pretrial investigations of offenders, supervision of

offenders released from jail pending trial, pre-sentence investigations, sentencing recommendations,

misdemeanant probation supervision, offender work crews, electronic home confinement, offender

EXHIBIT B – Page 6

employment assistance, alcohol education programs for those convicted of driving while intoxicated, anger

control workshops, and general law and justice planning support.

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ARTICLE XIII **PROGRAMS** 

The following programs are used by the Clark County District Court for misdemeanor and gross

misdemeanor offenders. These services are set forth in the programs to satisfy either court mandated

functions or post-sentence incarceration alternatives.

1. Pretrial Release. Pretrial Release addresses the provision that any person arrested must be

held by the least restrictive means possible until disposition of the offender's case. It provides District and

Superior Courts with verified information so that appropriate release decisions can be made in a timely

fashion. In addition to serving as a conduit of information to the Courts and to attorneys, the program

monitors all offenders placed on Supervised Release, a program subfunction, until the offender is

sentenced.

Pretrial offenders are interviewed by Corrections staff to determine appropriateness for release on

personal recognizance or supervised release. Those offenders that are released promise to make all of the

required court appearances and adhere to specific conditions.

The County shall assess the City the associated costs for Pretrial Release as set forth in Addendum

B.

2. Probation. Probation provides pre-sentencing information to the Court, which enables the

judge to tailor sentences that balance the risk to the community, punishment, and the needs of the

EXHIBIT B – Page 7

offenders. This program also monitors compliance with the court-ordered conditions of probation and

enforces court orders.

When defendants are placed on probation, they are classified as high risk. As their compliance

with conditions is monitored, their classification status is changed to meet their risk level. Proper monitoring

according to risk level increases chances of positive completion. The County shall asses the City the

associated costs for Probation services as set forth in Addendum B.

3. Work Crew and Alternative Community Service ("ACS"). Work crew and ACS are

alternative sentencing work programs designed to reduce jail overcrowding by providing minimum-risk

offenders a work option to meet court obligations -- fines, program fees, jail sentences. In addition to

screening, Corrections staff monitor the type of work assigned and ensure that offenders complete the

hours assigned. The County shall assess the City the associated costs for Work Crew and ACS services,

as set forth in Addendum B.

4. Deferred Prosecution. Deferred Prosecution monitors compliance with the conditions

imposed by a deferred prosecution order, which allows an offender diagnosed with alcohol addiction to

undergo a two-year treatment program. Upon successful completion of the program, the charge is

dismissed. Although the program is used primarily for DWI cases, it may also be applied for other

specified offenses and for offenders with drug addiction and mental health problems.

The intent of Deferred Prosecution is to provide a structure and accountability for the offender to

complete their treatment program and successfully complete their course of supervision. The County shall

assess the City the associated costs for Deferred Prosecution services, as set forth in Addendum B.

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5. Offender Industries. Offender Industries is the program that oversees the plant nursery

located at Mabry. This program educates and trains offenders in basic horticulture in order to give

offenders a marketable skill for a sustained wage and to grow plant material for use in County Parks and

along County roads. Offender Industries also contains supervision of an in-custody recycling crew and an

in-custody janitorial crew.

Plants that are propagated and grown in plant nursery program are sold to public entities for their

landscaping needs. The County shall assess the City the associated costs for Offender Industries services,

as set forth in Addendum B

Indigent Defense Cost Recovery. Indigent Defense Cost Recovery (IDCR) is responsible

for recovering the offender's portion of the costs for legal representation for those offenders determined to

be partially indigent. This reimbursement offsets the cost to the county for providing court-appointed

attorney services.

6.

Those defendants using court appointed attorneys, who are determined to be partially indigent but

able to contribute, are required to pay back a portion of the cost for their legal defense. The County shall

assess the City the associated costs for Indigent Defense Cost Recovery services, as set forth in

Addendum B

7. Electronic Home Confinement. Electronic Home Confinement (EHC) provides a custodial

alternative that requires electronic monitoring of an offender serving a sentence of partial confinement at

his/her residence. These programs allow for a more judicious use of jail spaces for repeat and more

serious offenders. The County shall assess the City the associated costs for Electric Home Confinement

services, as set forth in Addendum B

EXHIBIT B – Page 9

8. DWI Center. The DWI Detention Center program provides services to those offenders

sentenced to serve a one- or two-day sentence for a first-time offense of DWI. The education provided to

offenders at the DWI Center should impact their habits so that they are not re-arrested for DWI within six

(6) months of completing the program. The County shall assess the City the associated costs for DWI

Center services, as set forth in Addendum B

**ARTICLE XIV BILLING** 

Clark County will bill the City quarterly, and the City will remit payment within thirty (30) days after

receipt of the quarterly billing.

1. Financial responsibility shall be as follows:

> A. The City agrees that it will pay prisoner, District Court and corrections cost as

provided for in this Agreement for any adult arrested and/or incarcerated as a result of a misdemeanor or gross misdemeanor having occurred within the City

limits.

B. The City shall not be responsible for jail costs for those adults who are held in

custody on felony offenses or attempt to commit a felony offense, except those

which are gross misdemeanors, when felony charges are actually filed.

C. The City shall have no obligation for any costs associated with filed felonies which

are later reduced to misdemeanors or gross misdemeanors by the Prosecuting

Attorney.

D. In those cases in which felony charges are not filed and the case is referred to the

City Attorney for prosecution, the incarceration cost will be the responsibility of the

City.

E. The City will have no responsibility for prisoner costs for any adult arrested by City

law enforcement officers on a warrant issued for a crime or violation alleged to

have occurred outside the City limits.

EXHIBIT B – Page 10

2. <u>Multiple Charges</u>. It is the intent of the parties to this Agreement that the City shall pay only those jail and correction costs directly attributable to the incarceration or processing of misdemeanor or gross misdemeanor charges originating from the City's jurisdiction. By way of example, prisoners held

or processed on multiple charges shall be billed as follows:

A. Prisoner held or processed on both felony and city misdemeanor or gross misdemeanor charges.

i. <u>Concurrent Sentences</u>. No charge, the more serious felony offense would control.

ii. <u>Consecutive Sentences</u>. Upon completion of the felony sentence, as reduced by good time, the billing for City charges will commence.

B. City Misdemeanor or Gross Misdemeanor Charges and other City or County Charges.

i. <u>Concurrent Sentences</u>. Split in proportion to each jurisdiction's sentence.

ii. <u>Consecutive Sentence</u>. Upon completion of the other City's or County's charges, as reduced by good time, the billing for City charges will commence.

C. Pretrial. Jail costs or correction services directly attributable to the City's misdemeanor or gross misdemeanor are the responsibility of the City. If the sole basis of custody or corrections charges results from the City charge and if for the other charges for which a person is being processed bail, supervised release, or release on the person's own recognizance is available and such person would have been released, pretrial incarceration cost will be billed to the City. If the prisoner would make bail, receive supervised release, or release would be on their own recognizance on the City charges but the sole basis of retaining the person in pretrial custody is because of the charge of another city, county, or felony, the City shall not be charged.

EXHIBIT B – Page 11 Clark County/Cowlitz Tribe MOU

Attest:	CITY OF VANCOUVER
Ken Shorthill, Clerk	Vernon E. Stoner, City Manager
Approved as to form:	
	<u> </u>
Ted Gathe, City Attorney	
	BOARD OF COUNTY COMMISSIONERS
Attest:	FOR CLARK COUNTY, WASHINGTON
	By:
Louise Richards, Clerk to the Board	Betty Sue Morris, Chair
Approved as to form only:	
ARTHUR D. CURTIS	
Prosecuting Attorney	
By:	
Curt Wyrick, Senior Deputy	

## **ADDENDUM**

# **2002 RATES**

DISTRICT COURT:		
Traffic Infractions	\$17.37	
Non-Traffic Infraction	10.42	
Parking Infraction	8.09	
DL7	221.16	
Other Criminal Traffic	122.84	
Criminal Non-Traffic	138.84	

## CORRECTIONS:

Supervision	\$ 1.08
Work Crew	35.35
Electronic Home Confinement	4.40

JAIL:

Cost Per Bed Day \$ 52.68

Signature of this agreement denotes acceptance of the rates and amends the Interlocal Government Contract between the City and Clark County for District Court Services, Jail Services and Corrections Services.

_/s/ John Ingram	10-26-03_
John Ingram, County Finance director	Date
<u> </u>	
Title	City

EXHIBIT B – Page 13 Clark County/Cowlitz Tribe MOU

#### **EXHIBIT C**

#### **TITLE 13 – PUBLIC WORKS**

Chapter 13.10 USE OF SEWERAGE SYSTEM

Chapter 13.12A UTILITY PERMITS

Chapter 13.16 AGENCY WORK

Chapter 13.20 INFORMATIONAL SIGNS

Chapter 13.26A WATER QUALITY

Chapter 13.30A CLEAN WATER FUNDING

#### TITLE 14 – BUILDINGS AND STRUCTURES

Chapter 14.04 BUILDING CODE

Chapter 14.08 PLUMBING CODE

Chapter 14.12 MECHANICAL CODE

Chapter 14.14A DANGEROUS BUILDING CODE

Chapter 14.16 HOUSE AND STREET NUMBERING

Chapter 14.20 SWIMMING POOLS

Chapter 14.28A CLARK COUNTY ENERGY CODE

Chapter 14.32 MOBILE HOME PERMITS

### TITLE 15 – FIRE PREVENTION

Chapter 15.12 UNIFORM FIRE CODE

Chapter 15.13 WILDLAND URBAN INTERFACE / INTERMIX ORDINANCE

Chapter 15.16 MINIMUM FIRE FLOW—EXCEPTIONS

EXHIBIT C – Page 1 Clark County/Cowlitz Tribe MOU

## TITLE 40 – UNIFIED DEVELOPMENT CODE

### **SECTION 40.100.070 – DEFINITIONS**

### SECTION 40,260,080 – FOREST PRACTICES

#### CHAPTER 40.320 – LANDSCAPING AND SCREENING

40.320.020	LANDSCAPING IN THE PUBLIC RIGHT-OF-WAY

40.320.030 LANDSCAPING PLAN

#### **CHAPTER 40.350 – TRANSPORTATION & CIRCULATION**

#### SECTION 40.350.030 – STREET AND ROAD STANDARDS

#### A. Overview

40.350.030	(A)(1)	) Purpose.
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40.350.030(A)(3) Relationship to comprehensive plan.

40.100.070 Definitions.

40.350.030(A)(4) Functional classifications—Purpose.

40.350.030(A)(5) Functional classifications—Urban roads.

40.350.030(A)(6) Functional classifications—Rural roads.

40.350.030(A)(7) Scenic routes.

40.350.030(A)(8) Urban reserve, urban holding areas and rural centers.

## B. Standards for a Development Review

40.350.030(B)(1) Transportation impact study.

40.350.030(B)(2) Circulation plan.

40.350.030(B)(3) Transportation design criteria.

40.350.030(B)(4) Access management.

40.350.030(B)(5) Frontage roads/improvement.

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Clark County/Cowlitz Tribe MOU

40.350.030(B)(6) Off-Site road improvement. 40.350.030(B)(7) Intersection design. Sight distances. 40.350.030(B)(8) 40.350.030(B)(9) Street extensions. 40.350.030(B)(10) Private roads.\* 40.350.030(B)(11) Joint driveways. 40.350.030(B)(12) Cul-de-sacs and turnarounds. 40.350.030(B)(13) Urban neighborhood traffic management. 40.350.030(B)(14) Urban transit circulation standards. 40.350.010(A)-(C) Pedestrian/bicycle circulation standards. 40.320.030 Landscaping plan. 40.320.030(B)(15) Right-of-way standards. 40.550.010 Road modifications.

# C. Specifications for Design and Construction

40.350.030(C)(1) Transportation standard specifications.
40.350.030(C)(2) Construction plan requirements for transportation and utility improvements.
40.350.030(C)(3) Transportation design specifications.
40.350.030(C)(4) Transportation construction specification.

EXHIBIT C – Page 3 Clark County/Cowlitz Tribe MOU Posted: 02/26/2004

## **SECTION 40.370.010 – SEWERAGE REGULATIONS**

SECTION 40.370.020 – WATER SUPPLY

CHAPTER 40.380 – STORMWATER & EROSION CONTROL

CHAPTER 40.410 – CRITICAL AQUIFER RECHARGE AREAS (CARAS)

CHAPTER 40.420 – FLOOD HAZARD AREAS

**CHAPTER 40.430 – GEOLOGIC HAZARD AREAS** 

**CHAPTER 40.440 – HABITAT CONSERVATION** 

**CHAPTER 40.450 – WETLAND PROTECTION** 

**SECTION 40.550.010 – ROAD MODIFICATIONS** 

## CHAPTER 40.570 – STATE ENVIRONMENTAL POLICY ACT (SEPA)

40.570.010	AUTHORITY AND CONTENTS
40.570.020	GENERAL REQUIREMENTS
40.570.030	DEFINITIONS
40.570.040	THRESHOLD DETERMINATIONS
40.570.050	ENVIRONMENTAL IMPACT STATEMENT (EIS)
40.570.060	NOTIFICATION AND COMMENCING
40.570.070	USE OF EXISTING ENVIRONMENTAL DOCUMENTS
40.570.080	SEPA AND COUNTY DECISIONS
40.570.090	CATEGORICAL EXEMPTIONS
40.570.100	AGENCY COMPLIANCE
40.570.110	FORMS